

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: November 16, 2005

Division: County Administration

Bulk Item: Yes X No     

Department: County Administration

Staff Contact Person: Debbie Frederick

---

**AGENDA ITEM WORDING:**

Approval of Consulting Agreement with Langton Associates, Inc. for assistance with obtaining governmental grants.

---

**ITEM BACKGROUND:**

Since the resignation of the County's Grants Administrator, the Administration has taken into consideration the fulfillment of this position and it is recommended that we enter into a Consulting Agreement with Langton Associates, Inc. which will provide assessment of the County's needs, assistance, grant research, grant alerts, preparation and submission of grants. This will provide extensive governmental grant benefits with a savings to the County.

---

**PREVIOUS RELEVANT BOCC ACTION:**

N/A

---

**CONTRACT/AGREEMENT CHANGES:**

N/A

---

**STAFF RECOMMENDATIONS:**

Approval.

---

**TOTAL COST:** \$69,000

**BUDGETED:** Yes X No     

**COST TO COUNTY:** \$69,000

**SOURCE OF FUNDS:** Ad Valorem

**REVENUE PRODUCING:** Yes      No      **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**

Thomas Willi

Thomas J. Willi

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**     

**AGENDA ITEM #**

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Langton Associates, Inc. Contract # \_\_\_\_\_  
 Effective Date: 12/01/05  
 Expiration Date: 11/30/06

### Contract Purpose/Description:

Approval of Consulting Agreement with Langton Associates, Inc. for assistance with obtaining governmental grants.

Langton Associates, Inc. is a State Vendor.

Contract Manager: Debbie Frederick 4741 Co. Administration/Stop #1  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 11/16/05 Agenda Deadline: 11/01/05

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 69,000 Current Year Portion: \$ \_\_\_\_\_  
 Budgeted? Yes ☒ No ☐ Account Codes: If approved, funds will be  
 Grant: \$ \_\_\_\_\_ transferred from salaries.  
 County Match: \$ \_\_\_\_\_

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>D. Frederick</u>	<u>11/9/05</u>
Risk Management	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley Spence</u>	<u>11/9/05</u>
County Attorney	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>See page 8 of Agreement</u>	<u>11/7/05</u>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## CONSULTING AGREEMENT

This consulting agreement made on this \_\_\_\_ day of November, by and between Langton Associates, Inc., hereinafter referred to as "Langton", and the Monroe County Board of County Commissioners, hereinafter referred to as "Client" or "County" under the following terms and conditions:

### RECITALS

1. Langton agrees to provide professional grant consulting services to Client for the term of 12 months, commencing December 1, 2005, and ending November 30, 2006. Langton agrees to exercise its best efforts to obtain governmental grants and benefits for client. It is understood, however, that Langton cannot guarantee results that any certain amount of funds will be obtained for Client.

2. Pursuant to this agreement Langton agrees to provide specific services as follows:

- a. **IN-DEPTH NEEDS ASSESSMENT.** Langton shall determine Client needs through on-site interviews with officials and staff, review of materials concerning the Client government services and structure (such as the Comprehensive Plan, Capital Improvement Plan, Budget, etc.) Langton shall match a list of Client needs with resources available through various programs. Langton shall develop a Strategic Grants Plan to fund Client priority projects through various grant and loan programs.
- b. **DETERMINATION OF RELEVANT FUNDING SOURCES.** Langton shall make extensive use of internal and external resources to determine appropriate sources of funding to accomplish client goals, and make recommendations for applications on an on-going basis.
- c. **PREPARATION AND SUBMISSION OF GRANT APPLICATIONS.** Langton will develop and prepare the grant applications and submit them to the funding agencies. The typical annual client pursues an average of eight to ten grants in a contract year. Langton shall also provides technical assistance to Client staff who are already soliciting grants.
- d. **TECHNICAL ASSISTANCE ON GRANT ADMINISTRATION.** Langton shall provide client staff and contractors administering grants with expert advice that will keep them on track.
- e. **PERSONALIZED GRANT RESEARCH AND CONSULTATION.** Langton shall read extensively in government resources such as Florida Administrative Weekly and the Federal Register to keep up to date with changes through the U.S. Congress and the Florida Legislature in order to

follow new programs as they are created and enable County to apply for as many grants as are available to serve the County's needs.

f. **INTERGOVERNMENTAL RELATIONS WITH FEDERAL AND STATE GOVERNMENTS.** Langton shall acts as a liaison to the funding agency before, during, and after any application is made, and make use of its extensive network of contacts in Washington, D.C. and Tallahassee, Florida, to provide our clients with the most accurate, up-to-date grantsmanship information and resources available.

g. **WEEKLY E-MAIL GRANT ALERT.** Langton shall send a weekly e-mail grant alert to all County staff with potential grant projects and will detail federal, state, and foundation grant opportunities announced the previous week.

3. In exchange for Langton performing these services as established herein and devoting agency time, Client agrees to pay Langton the sum of \$69,000 to be paid in twelve (12) equal installments of \$5,750.00 per month. Payment will be made by County pursuant to the Florida Prompt Payment Act upon receipt of a proper invoice submitted with documentation to show the services provided. This fee is inclusive of travel to and from Monroe County and grant application production costs. Payment under this agreement is subject to annual appropriation by County.

4. Langton agrees to devote the necessary time and performance of duties for Client, and shall report to the County or its designee on all matters concerning this agreement and the discharge of its scope of services.

A. As to Langton Associates:  
Michael Langton  
President  
118 West Adams Street, Suite 700  
Jacksonville, Florida 32202

B. As to Monroe County Board of County Commissioners :  
Thomas J. Willi  
County Administrator  
1100 Simonton Street, Suite 2-205  
Key West, Florida 33040

6. Extension of Agreement. This Agreement may be extended on an optional basis at the end of the term for two (2) one (1)- year periods upon mutual agreement of the parties.

7. Early Termination. County may terminate this agreement with or without cause prior to its natural expiration date by giving Langton written notice at least fourteen (14) days in advance of the proposed termination date. Any work conducted after the noticed termination date will not be compensated.

8. Insurance. Langton shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the County Administrator. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

a) Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law.

b) Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

c) Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

d) Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is cancelled or restricted.

9. General Conditions:

a) Langton shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Langton pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Langton shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Langton.

b) **Governing Law, Venue, Interpretation, Costs, and Fees:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Langton agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and Langton agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

c) **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Langton agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

d) **Attorney's Fees and Costs.** The County and Langton agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

e) **Binding Effect.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Langton and their respective legal representatives, successors, and assigns.

f) **Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

g) **Claims for Federal or State Aid.** Langton and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

h) Adjudication of Disputes or Disagreements. County and Langton agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

i) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Langton agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Langton specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

j) Nondiscrimination. County and Langton agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Langton agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

k) **Covenant of No Interest.** County and Langton covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

l) **Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

m) **No Solicitation/Payment.** The County and Langton warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Langton agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

n) **Public Access.** The County and Langton shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Langton in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Langton.

o) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Langton in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

p) **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.



q) Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

r) Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Langton agree that neither the County nor the Langton or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

s) Attestations. Langton agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

t) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

u) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

v) Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

w) Assignment. This Agreement shall not be assignable by Langton unless such assignment is first approved by the County Administrator. The County is relying upon the apparent qualifications and personal expertise of Langton, and such firm's familiarity with the County's area, circumstances and desires. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

x) Independent Contractor. Langton and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the County with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

y) Compliance with Laws. Langton shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

z) Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

WHERETO, the parties have set their hands and seal effective this \_\_\_\_ day of November, 2005.

ATTEST:

LANGTON ASSOCIATES, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Michael Langton, President

ATTEST:

Monroe County Board of County  
Commissioners

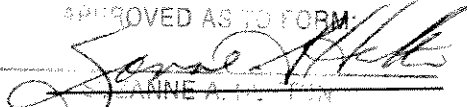
\_\_\_\_\_

By: \_\_\_\_\_

Approved as to Form:

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

  
JEANNE A. MCPHERSON  
ASSISTANT COUNTY ATTORNEY  
Date 11/7/05

DATE: \_\_\_\_\_

**LOBBYING AND CONFLICT OF INTEREST CLAUSE  
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

Langton Associates, Inc. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

\_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her  
signature (name of individual signing) in the space provided above on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

## **Public Entity Crime Statement**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”